

JETRO

SUPPORT PROGRAM FOR
PROMOTING FOREIGN PARTICIPATION IN
TRADE FAIRS IN JAPAN

JETRO ZONE at 'FOODEX JAPAN 2009' Rules & Regulations

The JETRO Zone within the FOODEX Japan 2009 will provide developing countries with an opportunity to introduce promising goods from their countries and help develop leads for entering the Japanese market, with the aim of stimulating the food industry in developing countries.

Dates: March 3 (Tue) – 6(Fri), 2009
Time: 10:00-17:00
Venue: Makuhari Messe, Chiba, Japan
Exhibits: Food and beverages
Exhibitors: 2,400 companies (expected)
Visitors: 95,000 (expected)

As of August 2008

JETRO

I. General Information

1. FOODEX JAPAN 2009

Name: 34th International Food and Beverage Exhibition (FOODEX Japan 2009)

Dates: March 3 (Tue)– 6 (Fri), 2009

Time: 10:00-17:00 (10:00-16:30 on last day)

Venue: Makuhari Messe (Nippon Convention Center)

General Organizer:

Japan Management Association
(The secretariat of FOODEX Japan, or the “Fair Organizer”)

3-1-22 Shiba-koen, Minato-ku, Tokyo 105-8522, Japan
Tel: +81-3-3434-3453 Fax: +81-3-3434-8076

Supported by:

Japan External Trade Organization (JETRO)
Ministry of Foreign Affairs
Ministry of Land, Infrastructure and Transport
Ministry of Health, Labour and Welfare
Ministry of Agriculture, Forestry and Fisheries
The Prefecture of Chiba
The City of Chiba

Exhibits: Food and beverages

Exhibitors: 2,400 companies/3,300 booths
(27,000 sqm.) (expected)
(figures for 2008: 2,412 companies / 3,461 booths / 29,183 sqm.)

Visitors: 95,000 (expected) (figure for 2008: 96,328)

Admission: JP¥5,000 (including tax)

2. JETRO Zone within the FOODEX JAPAN 2009

(1) About the JETRO Zone

The JETRO Zone will be set-up within the Fair and provide developing countries with an opportunity to introduce promising goods from their countries and help develop leads for entering the Japanese market, with the aim of stimulating the food industry of developing countries.

(2) Exhibition Space

A total of 32 booths, comprising of:

A. 28 Exhibitor booths

B. 4 JETRO booths (administration office, information and consulting desks, kitchen, etc.)

(3) Fees to participate in the JETRO Zone

US\$2,025 (US\$1,025 for Least Developing Countries) per booth, including bank transfer charges.

*JETRO will support Exhibitors with the balance of booth fees (¥359,100; approx. US\$3,360) and other costs as stipulated in Article 3 of the Rules and Regulations.

II. Rules and Regulations

1. Objective

Under the “JETRO support program for promoting foreign participation in trade fairs in Japan”, JETRO supports companies from developing countries in participating in specialized trade fairs, so that they can have opportunities to penetrate the Japanese markets and promote export of their products to Japan.

Therefore, all Exhibitors are expected to 1. exhibit only products that are not yet introduced to the Japanese market; 2. not sell products at the fair site; 3. be at the booth for all four days in order to take full advantage of the opportunity; and 4. precisely report business results to JETRO for succession of its support program.

2. Terms and Conditions for Participation in the JETRO Zone

JETRO, in its sole discretion, determines whether a prospective Exhibitor is eligible to participate in the JETRO Zone. Companies wishing to participate in the JETRO Zone must agree to the following conditions.

- (1) Participating company (“Exhibitor”) must:
 - A. be a food/beverage manufacturer or exporter;
 - B. be from (i.e., have its headquarters in) a developing country listed in the DAC List*;
 - C. be from a country who is not organizing national pavilion in FOODEX;
 - D. be prepared for international business and seeking business opportunities in the Japanese market;
 - E. have no agent, dealer, or partner in Japan for the products to be exhibited in the fair;
 - F. exhibit products only in the JETRO Zone;
 - G. pay all exhibition fees by the date designated by JETRO;
 - H. send at least one booth attendant, who will be knowledgeable about the products exhibited and will be available at the booth for business discussions throughout the fair;
 - I. prepare and furnish the booth with products and samples, catalogues and business cards for the Fair;
 - J. not engage in spot sales of products at the Fair;
 - K. be willing to report the business results in detail to JETRO and cooperate in JETRO’s questionnaire surveys; and
 - L. comply with this Rules and Regulations, Japanese laws and regulations, and other rules stipulated by the Fair Organizer.
- * List of official development assistance (ODA) recipients published and reviewed by the Development Assistance Committee (DAC) of the Organization for Economic Co-operation and Development (OECD).

- (2) Inspection of items:

JETRO Headquarters in Tokyo and its overseas offices will inspect the items, which prospective Exhibitor wishes to exhibit at the JETRO Zone, to examine that such items may be imported to Japan and that they have strong potential in the Japanese market.

(3) Category of exhibits:

Food: Agricultural Products, Bread and Cereals, Confectionery, Dairy Products, Delicatessen items, Eggs and Poultry, Frozen Foods, Fruits and Vegetables, Health Foods, Meat Products, Oils, Organic and Natural Foods, Seafoods, Seasonings, Spices, Ingredients, Condiments, etc.

Beverage: Beer, Wine, Liquor, Spirits, Tea, Coffee, Fruit Juice, etc.

Products listed below are not allowed to be exhibited in the JETRO Zone, for it is impossible or highly difficult to import them to Japan.

- A. Mineral Water
 - B. Meat (excluding processed meat products)
 - C. Frozen sweets such as ice creams
 - D. Products regulated by Pharmaceutical Law such as tablets, capsules or other products whose ingredients are classified as medicine by the law concerned.
- (4) Booth allocation
- A. One booth will be allocated to each Exhibitor.
 - B. No more than 2 companies can participate from one country to retain diversity of the JETRO Zone.
- (5) Country Organizer:
- A. Exhibitors must apply or submit forms through its Country Organizer.
 - B. Country Organizer must not have any booths in FOODEX other than in JETRO Zone.
 - C. Country Organizer itself shall not be selected as an Exhibitor.
- (6) Participation by governments, etc.
No government, association, industrial organization, etc. will be accepted as an Exhibitor.

3. Participation Fees and Costs

- (1) Participation fees will be determined according to the income level classification of the OECD Development Assistance Committee. (Please see the chart below.)

CATEGORY	PARTICIPATION FEE (per booth)
Upper Middle Income Countries	US\$2,025
Lower Middle Income Countries	
Other Low Income Countries	
Least Developed Countries	US\$1,025

Note: The participation fees include bank transfer charges (i.e., ask your bank to deduct applicable charges from the above amount: you don't need to pay additional charges). Exhibitors are required to submit a remittance advice (RA) to the nearest JETRO office.

- (2) Services covered by JETRO
- Packaged booth stand (3m*3m=9m2) with basic equipment and decorations.
 - Interpreting service (on a shared basis, one interpreter per two booths).
 - Consultation services by experts on Japan's food industry.
 - Access to business center and kitchen (in JETRO Zone).
 - Public relations activities for JETRO Zone.
 - Issuing invitation letters for exhibitors' visa.
 - Brochure of exhibits in JETRO Zone.
 - Seminars by experts in Japan's food industry.
 - Access map to supermarkets near the fair site.
- (3) Costs to be borne by Exhibitor
- Travel and accommodation costs for booth attendants.

- Costs for transportation of exhibits to and from Makuhari Messe.
- Costs for insurance, customs duties and taxes.
- Costs for storage, installation, removal and disposal of exhibits.
- Costs for assistants and interpreters, who will work exclusively for the Exhibitor (if any).
- Rent for additional equipment (if any)
- Any other costs listed in 3.(2) above.

4. Application and Payment of the Participation Fees

- (1) Application to participate in the JETRO Zone:
To apply to participate in the JETRO Zone, applicants must complete and sign "**FORM 1**" (EXHIBITOR APPLICATION FORM) and submit it together with **three copies of the applicant's product catalogues** to JETRO through the Country Organizer **by October 10, 2008**. JETRO reserves the right to refuse an application if the exhibits are deemed to be inappropriate with regard to the basic objectives of the Fair.
- (2) Payment of the participation fees:
JETRO will send Exhibitor the invoice upon receiving the FORM 1 and approving the applicant's participation. Payment must be made by bank transfer only, in US dollars, to the account of JETRO Tokyo Headquarters **by December 5, 2008**.

Note: Participation is confirmed and the exhibition booth will be allotted to the participants by the full payment of participation fees.

- (3) Confirmation of participation:
Once participation is confirmed, JETRO will send a notice with the signature of Director-General of Trade Fair Department of JETRO. The confirmation of participation will consummate the contract.

5. Cancellation by Exhibitor

No cancellation by Exhibitor of participation in the JETRO Zone will be accepted without JETRO's written consent. In this case, **the exhibition fee would not be refunded to exhibitors**.

6. Termination of Contract

JETRO may, in its sole discretion, terminate the contract at any time, if Exhibitor breaches any article of this Rules and Regulations. JETRO shall bear no liability whatsoever for any loss, damage or expenses incurred by such Exhibitor as a result of the termination, nor shall JETRO refund participation fees to such Exhibitor.

7. JETRO Zone Booths

- (1) JETRO is fully responsible for the construction of the "JETRO Zone" within the Fair site and allocation of booth inside the JETRO Zone. JETRO reserves the sole right to manage and control the JETRO Zone.
- (2) JETRO-Zone is consisted two areas: 1) zone for exhibitors and 2) zone for JETRO's activities. The latter is used for attracting and supporting visitors: eg. consulting desks and information counter.
- (3) JETRO arranges booth allocation in the most efficient and reasonable way and notifies Exhibitors on their booth assignment through JETRO overseas offices. JETRO never accepts any advance request about booth allocation, nor meets requests of

exchanging booths between Exhibitors. Exhibitor is also prohibited from subleasing or transferring the right to use the allocated booth to any third party.

- (4) Exhibitor can only use the allocated booth for display. The Fair Organizer strictly prohibits displaying exhibits on the passageway.
- (5) No Exhibitor is allowed to make arrangement, construct, or make additional decorations to a booth on its own.
- (6) JETRO reserves the right to determine how to use unoccupied booths, if any. Exhibitor is not allowed to use any unoccupied space without JETRO's permission.

8. Handling of Exhibits

- (1) Transport of exhibits:
 - A. Exhibitor must arrange shipment of exhibits with freight forwarder.
 - B. Exhibitor is required to plan to ship out exhibits and decoration materials so that they arrive at airport/port approximately by the following dates and keep in close contact with the freight forwarder since import customs clearance often takes a long time in Japan.

Shipment by Air: 2 weeks before the opening of the Fair
Shipment by Ocean: 3 weeks before the opening of the Fair

The official arrival deadlines designated by the Fair Organizer will be specified in Overseas Exhibitor Manual, which will be delivered to Exhibitors later. Exhibitors are to comply with the deadlines to avoid late arrival of exhibits and surcharges.

- A. Exhibitor may send small quantity of articles through courier (e.g. FedEx, DHL), or bring them as hand-carried baggage. Exhibitor who opted to do so is responsible for all necessary import customs formalities and payments, including payment of duties.
 - B. Exhibitor must be aware that, when importing exhibits through courier or as hand-carried baggage, import customs formalities are complicated and time consuming. JETRO, therefore, considers these shipment methods least preferable and will not take any responsibilities for late arrival of exhibits and surcharges, such as duties and costs for emergency customs clearance and special delivery, imposed on exhibits shipped in such ways.
- (2) Carrying-in:
 - A. Carrying-in, installation and decoration of exhibits are allowed only on the day before the opening of the Fair (all works must be completed by the end of the day). Detailed schedule and information will be notified to Exhibitors on a later date.
 - B. Exhibitors must bring an appropriate amount/number of exhibits for one booth.
 - C. Exhibitor must arrive at the Fair site before its exhibits are delivered.
 - D. Exhibitor is fully responsible for costs of international and domestic transportation, insurance, customs duties and taxes relating to exhibits.
 - E. Waste packing materials, such as empty crates, cardboard boxes, and others shall be moved out or properly disposed by Exhibitors at their own expense and responsibility.
 - (3) During the Fair:
 - A. Due to security reasons, carrying-in/out exhibits is not allowed during the Fair.
 - B. Exhibitor is responsible for maintaining its own booth during

the Fair. Also Exhibitor is required to keep its exhibits under its observation during the Fair.

- (4) Tasting/Distribution of exhibits to visitors:
 - A. If exhibitor plans to have visitors taste exhibits or distribute them, it is necessary to submit an appropriate notification form for importation of foods and exhibits must pass inspections requested by Ministry of Health, Labour and Welfare.
 - B. Exhibitor is asked to submit FORM3(Food Handling Notification) to JETRO overseas offices by December 5, 2008.
 - C. Exhibitor is not allowed to serve his/her exhibits imported as hand-carried baggage or using declaration "Display Only".
- (5) Removal/Disposal of exhibits:
 - A. No Exhibitor is allowed to start removing exhibits before the official closing of the Fair. However, JETRO may admit an early removal of exhibits as a special treatment, in the case that JETRO considers it impossible for Exhibitor to remove all the exhibits within the allowed time.
 - B. Exhibitor is also fully responsible for bringing its exhibits out of the Fair site after the closing of the Fair. Exhibitor is not allowed to leave any exhibits or waste materials in its booth or any other place on the Fair site. Exhibitor is required to make plans on how to treat its exhibits after the Fair and make appropriate arrangements with its forwarder or other agents.

9. General Obligation and Rules at Fair Site

- (1) Reports and Follow-up questionnaire:

Exhibitor is required to complete and submit the questionnaire and other report/interview sheets, which will be delivered to each Exhibitor during the Fair, to report details of business results. Exhibitor also has the responsibility to cooperate in the implementation on JETRO's follow-up questionnaires after the Fair. The information will be used solely for JETRO's report purposes (and no information regarding individual company or person will be disclosed to any third party).
- (2) Prohibition of spot sales:

Spot sales are strictly prohibited during the Fair, as the Fair is aimed for on-site business talks. Breach of this rule may result in immediate termination of the Exhibitor's participation in the JETRO Zone and the Fair.
- (3) Distribution of samples:

Samples, souvenirs, printed matters of any kind, or other promotional materials distributed during the Fair must clear customs clearance prior to the Fair. Distribution of such promotional materials can only be conducted by Exhibitor in the allocated booth.
- (4) Information on hotels and forwarders:

JETRO provides Exhibitors with information on hotels and forwarders recommended by the Fair Organizer. Exhibitor is asked to contact them directly, on its own responsibility, not through JETRO.
- (5) The Fire Prevention Law and treatment of dangerous objects:

Under the Fire Prevention Law of Japan the use of fire and dangerous objects, including the following examples, is strictly prohibited within the Fair site.

Examples: A. Lighting Candles
B. Hanging textiles from the ceiling
C. Smoking outside the smoking area
- (6) Restriction of demonstrations and other activities:

JETRO may restrict or require Exhibitor to take preventive

measures against any demonstration and other activities, which JETRO considers to be dangerous and/or hazardous, causing excessive noise, floor vibration, heat, air contamination, and/or cause safety issues within the Fair site, or against which complaints from neighboring Exhibitors arise. Expenses related to the said preventive measures shall be borne by Exhibitor.

- (7) Photography:
Taking photographs within the Fair site by those other than authorized press personnel is prohibited. Exhibitor is only allowed to take photographs of its own booth. JETRO may take photographs of exhibits for JETRO's own report purposes.
- (8) General security measures:
JETRO will be responsible for protection and maintenance of the JETRO Zone as a whole. JETRO shall take no responsibility for the protection and maintenance of the exhibits and related materials displayed inside the Exhibitor's booth. Management of exhibits and related materials should be the sole responsibility of Exhibitor. Exhibitor shall obtain necessary insurance for the Exhibitor's property. JETRO shall not be responsible for any damages to or loss of Exhibitor's property under any circumstances.
- (9) Accidents:
In case of an accident in the JETRO Zone, JETRO staff must be notified immediately of such accident. Exhibitors must follow JETRO's instructions.
- (10) Damages to Fair site facilities:
If Exhibitor damages the wall panels, floor, wall columns or other equipment of the Fair site, Exhibitor must repair the damage to the original state at the Exhibitor's own expense.

10. Immunity from JETRO's responsibility

JETRO shall bear no liability for any loss or damage incurred by the case listed below, nor refund participation fees.

- A. Exhibitors cannot go through customs formalities by the opening day of the fair, with the delay of preparation for the fair or the imperfection of the application form submitted to JETRO.
- B. Exhibitors cannot enter Japan with a delay of issuing visa.
- C. Exhibitors do not get enough business negotiations or results than they expected, and their participation to the JETRO zone does not pay off.

11. Cancellation of the Fair

In the case that the Fair Organizer cancels the Fair due to circumstances beyond the reasonable control of the Fair Organizer, such as natural disaster, acts of war, governmental emergency or unavailability of the Fair site, the Fair Organizer and JETRO shall not be responsible for damages to and loss of Exhibitor's property, or no refund of the paid participation fees will be made.

12. Interpretation and Enforcement of the Rules and Regulations

JETRO shall have full responsibility in the interpretation and enforcement of this Rules and Regulation and reserves the right to make changes or additions, as JETRO deems necessary for the proper conduct of the JETRO Zone.

13. Observance of Japanese Law and the Rules and Regulations

In order to assure a successful trade fair, it is essential that Exhibitors observe Japanese law as well as these Rules & Regulations. Any disputes related to the Fair shall be governed by Japanese law and adjudicated in Tokyo District Court.